

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE BOARD OF PATENT APPEALS AND INTERFERENCES**

In re Application of: Matti SALMI <i>et al.</i>	Confirmation No.: 3630
Application No.: 10/099,902	Examiner: Bilgrami, Asghar H.
Filed: March 13, 2002	Group Art Unit: 2443

For: REALIZATION OF PRESENCE MANAGEMENT

Commissioner for Patents
Alexandria, VA 22313-1450

REPLY BRIEF

Dear Sir:

This Reply Brief is submitted in response to the Examiner's Answer mailed October 15, 2010.

I. STATUS OF THE CLAIMS

Claims 1-61 are pending in this appeal, in which claims 1-4, 6, 9-16, 18, 20, 24, 28, 44 and 62-64 have earlier been canceled. No claim is allowed. This appeal is therefore taken from the final rejection of claims 5, 7, 8, 17, 19, 21-23, 25-27, 29-43 and 45-61 on April 2, 2010.

II. GROUND'S OF REJECTION TO BE REVIEWED

Claims 22 and 42 were rejected under the first paragraph of 35 U.S.C. §112 for being based on an inadequate written description.

Claims 5, 7, 8, 17, 19, 21-23, 25-27, 29-43, and 45-61 were rejected for obviousness under 35 U.S.C. §103(a) based on *Desai et al.* (US 6,820,204) in view of *Eftis et al.* (US 7,171,473) and *Aravamudan et al.* (US 6,301,609).

Claims 5, 7, 8, 17, 19, 21-23, 25-27, 29-43, and 45-61 were further rejected for obviousness under 35 U.S.C. §103(a) based on *Desai et al.* (US 6,820,204) in view of *Tornabene et al.* (US 2002/0023132).

III. ARGUMENT

Initially, Appellants maintain and incorporate herein the arguments advanced in the Appeal Brief filed July 16, 2010. The arguments presented *infra* address certain new assertions presented by the Examiner in the Answer.

At page 30 of the Answer, responsive to Appellants' argument that there is adequate support for "required presence information of the requested user are pushed to said client," the Examiner asserted that there is no support for the presence information being "pushed" and that Appellants are "**trying to give specialized meaning to a generalized term.**" Appellants respectfully disagree.

At lines 28-30 of page 31, it is stated that "When the subscription to presence information is complete, the requesting user will receive 88 new presence information initially **and always** 90 when the other party updates its presence information." If new presence information is **always** received **whenever another party updates** its presence information, it follows that the information is "pushed" to the client of the requesting user whenever there is an update by the other party or parties. That is, as soon as an update occurs, the information is received by the client, which means that the updated information must be "pushed" to the client upon update.

Appellants are not giving any “specialized” meaning to a general function. Rather, “push” is the accepted meaning when updated information is automatically sent to a client upon update. If the client does not have to request the information and the information is automatically received without such request, the only plausible explanation is that that information is “pushed” to the receiving client.

Even assuming, *arguendo*, the person of ordinary skill in the art would understand that the information may be “pushed” or “pulled,” as alleged by the Examiner at page 31 of the Answer, and Appellants do not necessarily agree with that rationale since it is clear that the information is “pushed” to the client for the reasons argued in the principal Brief and restated *supra*, if the information must be received in one of these two ways, there is clear support for either of such embodiments, with Appellants claiming only one, i.e., “pushed,” embodiment.

Either way, there is clear support in the originally filed disclosure for information being “pushed” to the receiving client, as claimed.

At pages 31-34 of the Answer, responsive to Appellants’ argument that the combination of applied references fails to suggest “wherein said subscription is valid for a period of time in which one or more presence primitives including requested presence information of the requested user are pushed to said client of said requesting user, particularly after receiving an update presence primitive including one or more presence attribute values to be updated from said requested user,” the Examiner made several arguments.

The Examiner asserted that the alternative phrase “one or more presence primitives...are pushed to said client” may be read as corresponding to the online presence information of the applied reference to *Eftis et al.* Specifically, the Examiner identifies col. 14, lines 20-55, and Fig.

12 of *Eftis et al.* as teaching this feature, changing gears from the previous assertion that it is *Desai et al.* that taught the claim feature. Appellants respectfully disagree.

Independent claim 22, for example, recites, “wherein said subscription is valid for a period of time in which one or more presence primitives including requested presence information of the requested user are pushed to said client of said requesting user, particularly after receiving an update presence primitive including one or more presence attribute values to be updated from said requested user.” The cited portions of *Eftis et al.* relate to the update of a communications web page when a user logs on. The user is given a real-time indication of the online presence of the members of the active group displayed on their communications web page. First, there is no indication in *Eftis et al.* that the presence information is “pushed” to the client. In fact, the user has to log in first before any information is received, so the information cannot be automatically “pushed” to the client. Moreover, there clearly is no indication or suggestion within *Eftis et al.*, or any other applied reference, that a **subscription is valid for a period of time** in which the **presence primitives are pushed** to said client of said requesting user.

At pages 35-39 of the Answer, responsive to Appellants’ argument that *Desai et al.* “pulls,” rather than “pushes” information to the client, the Examiner asserted that *Desai et al.* does “push” information to requesting clients. In particular, the Examiner cited col. 3, lines 42-62, of *Desai et al.* for the proposition that registered users interact with each other via applications such as “Chat.” The Examiner cited col. 3, lines 63-67, and col. 4, lines 1-24 for the proposition that vendors/third parties can also view user/client profile information via an information exchange system, which “pushes” the information to the vendors in accordance with permission granted by the user. Further, the Examiner cited col. 18, lines 53-62 of *Desai et al.*

for the proposition that the reference discloses capturing active session information of the users pertaining to who is logged on. From these citations, the Examiner concluded that *Desai et al.* discloses “one or more presence primitives including requested presence information of the requested user are **pushed** to said client of said requesting user.” Appellants respectfully disagree.

To the extent that *Desai et al.* may suggest registered users of a chat session interacting with each other, that vendors may direct advertisements to a registered user, and that active session information of registered user may be kept tracked of, there is no suggestion that *Desai et al.* “pulls,” rather than “pushes,” information to the client. In fact, the cited portion of *Desai et al.*, at col. 3, lines 63-67, and col. 4, lines 1-24, recite, in part, “...the registered user’s profile data is kept private...**until the registered user provides access** to a view of the stored data.” Accordingly, there is no automatic “pushing” of information because the registered user has to authorize such dissemination of information before it is released. Moreover, the teaching of a vendor directing advertisements or product offers to the registered user is not a teaching of automatically pushing of information to the client because “the vendors will not receive this information unless and until the registered user provides access to the vendor.” Thus, again, without the user’s authorization, the vendor cannot obtain user information to be used by a vendor, and, so, there is no automatic “push” of information to a client. Therefore, *Desai et al.* does not “push” information to the client in the manner claimed and, in an embodiment disclosing how information is obtained, e.g., at Col. 4, lines 44-52, and col. 5, lines 1-12 of *Desai et al.*, for the reasons previously argued in the principal Brief, *Desai et al.* **automatically pulls newly updated information** from the information exchange system, contrary to the claimed invention.

With regard to the Examiner's argument, at page 40 of the Answer, relative to the viability of the *Tornabene et al.* reference, Appellants rely on their assertions previously set forth at pages 11-12 of the Principal Brief.

IV. CONCLUSION AND PRAYER FOR RELIEF

Appellants, therefore, request the Honorable Board to reverse each of the Examiner's rejections.

Respectfully Submitted,

DITTHAVONG MORI & STEINER, P.C.

December 15, 2010
Date

/Phouphanomketh Ditthavong/
Phouphanomketh Ditthavong
Attorney for Applicant(s)
Reg. No. 44658

Errol A. Krass
Attorney for Applicant(s)
Reg. No. 60090

918 Prince Street
Alexandria, VA 22314
Tel. (703) 519-9952
Fax (703) 519-9958